



## **Request for Proposals**

**Grant Administration for  
Affordable Housing Conversion  
Project Located at  
525 N TENTH ST, De Pere, WI 54115  
(SP 21-02)**

**A Community Development Block Grant  
CDBG Special Projects**

**City of De Pere  
Brown County, WI**

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## Invitation to Submit Proposal

### Introduction

The City of De Pere, Wisconsin, seeks proposals for consulting services for the grant administration services, for which the City of De Pere has secured Community Development Block Grant (CDBG) CDBG-funding. Proposals will be accepted for grant administration services for the CDBG.

Minimum requirements include previous experience in CDBG Grant Administration on CDBG or similar state/federally funded projects. Proposals will be accepted from individuals, firms, or groups of firms with the demonstrated expertise and experience in these areas of practice.

### Contact Information

All interested persons and firms should contact Daniel Lindstrom, Development Services Director, between the hours of 7:30 am to 5:00pm, Monday-Friday at 920-339-2370 or [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov) request the RFP packet or additional information, as needed.

Persons/firms that intend to submit a proposal should send notification of intent to the City of De Pere with the person's/firm's name and contact information in case of addenda or other changes. Additionally, the RFP may be sent to those persons/firms that are included on the City of De Pere persons/firms that is specifically created for this RFP. Those who the City of De Pere has sent an RFP and those who have provided contact information through a request for a copy of the RFP or through a notification of intent will receive all information regarding the RFP. The information may include, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes to the RFP schedule.

### Questions Regarding This RFP

This solicitation contains a description of the project and services required. Interested proposers have the responsibility of understanding what is required by this solicitation. During the review of the RFP, if the Proposer discovers any errors, omissions, or ambiguities within the RFP, they should identify them in writing and call them to the immediate attention of the City of De Pere prior to the RFP submission deadline. The City of De Pere shall not be held responsible for any person's/firm's lack of understanding of the project.

Questions for clarification concerning this RFP must be in writing and received via email to Daniel Lindstrom, Development Services Director at [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov) on or before February 8, 2022. After this date, questions involving the content or intent of the proposal will not be answered. All questions will be responded to by Daniel Lindstrom, Development Services Director in writing via email, and provided to all parties indicate if the UGLG's by posting to the project website address [www.deperewi.gov/CDBG-GrantAdminRFP](http://www.deperewi.gov/CDBG-GrantAdminRFP). All parties requesting an RFP for which the UGLG has the contact information will receive copies of the UGLG's responses to questions via email or mail and treated as an addendum to the RFP packet.

The City of De Pere makes no representations as to the conditions of the project other than those representations made herein, and no employee or any other representative of the City of De Pere has the authority to make any oral or written representations as to the conditions of the project. Persons/firms should only contact the person designated above regarding this RFP and should not contact the Mayor, Administrator, or any local elected officials, members of any committees, or any other City of De Pere staff for clarification on this RFP.

## Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City of De Pere is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City of De Pere will become part of the official RFP and will be emailed to all Proposers of record based upon contact information on record at the original time of issuance or subsequently provided.

## Proposal Requirements

### Directions for Submittal

Direct submittals to Daniel Lindstrom, Development Services Director, City of De Pere, labeled "ATTN: CDBG-Special Project Grant Administration Project RFP Review Committee", 335 S Broadway Street, De Pere WI 54115; or via email to [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov), with the Subject of "ATTN: CDBG-Special Project Grant Administration Project RFP Project RFP Review Committee", no later than 5:00pm on February 17, 2022. The City of De Pere reserves the right to reject any and all Proposals not meeting the requirements of this Request for Proposals for consulting services.

Persons requesting ADA assistance accommodations for hearing and speech impaired may contact Daniel Lindstrom, Development Services Director at [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov) or 920-339-2370

Individuals/firms interested in being considered for this project must submit a proposal detailing qualifications, technical expertise, management, and staff capabilities, related prior experience, and a detailed cost estimate for the Scope of Services described above. The objective of the competitive process is to objectively select the firm that will provide high-quality, efficient, and cost-effective services. The selected person(s)/firm(s) will be invited to contract with the City of De Pere for consulting services.

**Exhibit III**, attached to this RFP, represents the qualifications sought for the Grant Administration consulting services. These criteria have been established to assure the Community of professional expertise with adequate experience and capacity to ensure successful completion of the proposed project within the allocated time constraints.

**Exhibit IV**, attached hereto, is a Rating System that will be utilized for selection of the consultant. This rating system will be employed by the community in determining which proposal best meets the needs as outlined in this RFP.

## Proposal Contents

The following is the list of the required proposal contents.

1. Cover Letter.
2. Project scope statement describing the work to be undertaken, include the services outlined in the RFP, and any modifications or expansion of the scope provided in order to deliver the grant administration consulting services.
3. Project work plan indicating mechanisms proposed to coordinate the work effort with the City of De Pere.
4. Project coordination plan indicating mechanisms proposed to coordinate the work effort with the City of De Pere.
5. Proposer's profile and a clear concise statement with:
  - a. Examples indicating past performance and familiarity with the type of work detailed in the RFP

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- b. Examples of implementation of the Proposer's work/services in other communities and noted successes
  - c. A list of client references for which Proposer provided similar services as described in the RFP.
6. Project team statement indicating the professional and technical qualifications of the key persons who will be assigned to the project and their responsibilities within the Scope of Services.
7. Resumes for key personnel should be included in the proposal appendices.
8. Project budget with estimated level of effort for each member of the team and for each major task.
9. Fee schedule for personnel involved with the project.
10. Copy of example professional services agreement.

### Proposal Format

The proposal must be submitted in the proposal placed in the same order as described in above. The proposal must be signed by the submitter or authorized representative and dated. The pages of the proposal must be numbered in consecutive order and should not exceed the maximum sheet size of 8.5" x 11." The name, mailing address, phone number and email address of the Proposer should be placed on the cover page of the Proposal.

### Selection Process Schedule

The City of De Pere anticipates authorizing a contract for this work in February 2022 with a notice to proceed no later than March 15, 2022. The City of De Pere's and Developer's goal is to have CDBG – Special Project Affordable Housing Conversion project and related grant administration completed no later than November 2022. Responding persons/firms should comment on the above schedule as part of their proposal and state how realistic it is to achieve substantial completion of the work by November 30, 2022.

### Other Conditions of Proposal Submittal

1. Only one proposal will be accepted from any person, firm or entity.
2. No proposal will be accepted from any person, firm or entity that is in arrears for any obligation to the City of De Pere, is debarred from contracting for federally funded projects, or that otherwise may be deemed irresponsible or unresponsive by the City of De Pere.
3. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.
4. Requirements and conditions of employment and contracting to be observed for compliance with Conflict of Interest and Lobbying regulations apply to this project
5. Refer to **Exhibit II** attachments for the CDBG project requirements.
6. All activities for the project must comply with the CDBG program regulations and policies set forth in [24 CFR 570](#) and the State of Wisconsin CDBG Program *Implementation Handbook* referenced in **Exhibit II**.

### Scope of Services & Deliverables

The City of De Pere, Brown County, Wisconsin is The City of De Pere is seeking funding through the Special Project program due to the special conditions of this project. This project is a national LMI objective for seniors. The City of De Pere as a whole is not eligible for CDBG funding due to the LMI percentage of the City. However, this special project for affordable senior housing is a critical issue for the community. While the City has not been able to use CDBG funds in

## Request for Proposals for Grant Administration Professional Services CDBG-Special Projects

previous years, identifying and utilizing government programs such as CDBG funds to improve aging housing stock, is one of our Comprehensive Plan Housing goal. The focus of the special projects – affordable housing conversion will be to provide affordable housing options for seniors.

### City of De Pere Community & Project Area Description:

The 24,970 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment. Based on 2019 population data, the City of De Pere has approximately 6,290 residents over the age of 55, which is about 25% of the population. This percentage is expected to increase each following year. The City currently has one independent senior living facility with 144 units; only 36 units are affordable through a federal subsidy. The frequency occurs daily because there is a lack of affordable senior housing in the community.

### Project Background:

The City of De Pere was awarded a \$1,500,000 CDBG grant for the redevelopment of a former and vacant assisted living facility into a senior affordable housing project. The project site is located at 525 N 10th St, De Pere, Wisconsin, generally located in the northwest of the city (see attached map). The building will be renovated from a 68-bed assisted living facility into a senior independent living facility. The development will consist of 55-units. There will 33 units set aside for seniors whose income is at or below 50% of the Brown County median income and 22 units set aside for seniors whose income is at or below 70% of the Brown County median income. The project will consist of one studio apartment, 34 one-bedrooms, and 20 two-bedroom units. The apartments will include common area amenities: security entrances, on-site management, community room, fitness center, exterior storage, and underground parking. The units will target households with incomes following WHEDA guidelines, which currently include households having incomes at CMI, 50% of CMI, and 70% of CMI.

Exterior projects include new parking garage retain walls, asphalt overlay, landscaping, exterior metal painting, new shingled roofing and gutters. Interior projects include new 100 amp electrical services, new HVAC systems, plumbing, Fire protection system adjustments as needed for new units, flooring throughout, painting, new doors/hardware, new cabinets, laminate countertops and appliances, replace all light fixtures, and new framing.

Background information materials and a Project Area/Service Area Map for the Project location are provided in Exhibit I attachments.

### Grant Administration Services Required:

The selected person(s)/firm(s) will serve as and perform the functions of the Grant Administrator for a Community Development Block Grant award including the following:

- In coordination with the City, preparing and submitting remaining CDBG contract and amendment documents, as applicable
- Managing the CDBG Project records
- Preparing and submitting applicable Environmental Record documents for the CDBG Project

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- Coordinating Citizen Participation meeting(s) and maintaining and submitting required records for Citizen Participation for the CDBG Project
- Completing compliance activities for CDBG Project federal labor standards as applicable
- Preparing and submitting CDBG reporting documents for the CDBG Project, including but may not be limited to Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports, Labor Standards Reports.
- Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Managing financial records for the CDBG Project and preparing and submitting CDBG requests for payment and related required documentation.
- Attending and participating in City of De Pere meetings as necessary for the CDBG Project.
- Preparing and submitting the CDBG Project Completion Report and supporting documents.
- Complying with CDBG regulations and policies applicable to the Project.

## MISCELLANEOUS AND GENERAL PROVISIONS

1. Non-Discrimination Statement: The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. Rejection of Proposals: The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. Withdrawal of Proposals: the proposer upon submission of a written request may withdraw Proposals.
4. Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.
8. The City will require an Agreement with the Consultant that substantially conforms to the attached "Sample Consultant Agreement" – Exhibit V.

## Evaluation and Selection

Final selection of the planning and grant administration provider will be based upon the maximum total points scored as set forth in the Rating System in **Exhibit IV**.

The City of De Pere reserves the right to negotiate a contract with the services provider selected to perform the professional services required.

The City of De Pere, Brown County, Wisconsin reserves the right to reject any and all responses submitted. If you have any questions regarding this Request for Proposals, please contact:

Daniel Lindstrom, Development Services Director  
City of De Pere  
335 S. Broadway  
De Pere, WI 54115  
[dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov)  
920-339-2370



## **EXHIBIT I**

### **Project Background and Project Area/Service Area Maps**

Request for Proposals for Grant Administration Professional Services  
CDBG-Special Projects



## **EXHIBIT II**

### **State and Federal Regulatory Requirements for CDBG-Assisted Projects**

#### **REFER TO EXHIBIT II ATTACHMENTS FOR:**

1. POTENTIAL CONFLICT OF INTEREST DISCLOSURE
2. CONFLICT OF INTEREST CLAUSE
3. LOBBYING CERTIFICATION
4. DISCLOSURE OF LOBBYING ACTIVITIES

**THE CDBG ATTACHMENTS LISTED ABOVE ARE FROM THE CDBG IMPLEMENTATION HANDBOOK AND HANDBOOK CHAPTER  
ATTACHMENTS ON THE  
BUREAU OF COMMUNITY DEVELOPMENT WEBSITE AT:**

**<https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGImplementationHandbook.aspx>**

**Also refer to [24 CFR 570](#).**

## Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

# POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Grant Administration for Affordable Housing Conversion Project Located at  
525 N TENTH ST (SP 21-02)

City of De Pere, WI

Do you have family or business ties to any of the people listed below?

Yes ☐

No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

### ELECTED OFFICIALS:

- ☐ James Boyd, Mayor
- ☐ Amy Chandik Kunding, Alderperson
- ☐ Shana Defnet Ledvina, Alderperson
- ☐ Jonathon Hansen, Alderperson
- ☐ Kelly Ruh, Alderperson
- ☐ Dean Raasch, Alderperson
- ☐ Mike Eserkaln, Alderperson
- ☐ John Quigley, Alderperson
- ☐ Dan Carpenter, Alderperson

### CITY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- ☐ Lawrence Delo, Administrator
- ☐ Judith Schmidt-Lehman, City Attorney
- ☐ Daniel J. Lindstrom, Development Services Director
- ☐ Joseph Zegers, Finance Director/Treasurer

### ENGINEERING AND CONSULTING FIRM(S):

☐ N/A

### Description of Relationship(s):

**Please Note:** The name of any contractor with a potential conflict of interest will be disclosed at the De Pere City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business/Firm/Company

\_\_\_\_\_  
Date Signed [MM/DD/YYYY]

## **24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

### **Code of Federal Regulations Title 24 570.489(h) Program administrative requirements**

#### **(h) Conflict of interest:**

*(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*

*(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*

*(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*

*(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*

*(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*

*(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*

*(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*

*(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*

*(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*

*(ii) Whether an opportunity was provided for open competitive bidding or negotiation;*

*(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*

*(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*

*(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*

*(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*

*(vii) Any other relevant considerations.*



# Division of Energy, Housing and Community Resources

## Lobbying Certification

GRANTEE/UGLG NAME: City of De Pere  
DEHCR GRANT AGREEMENT #: CDBG SP 21-02

## LOBBYING CERTIFICATION

FROM THE

- ☐ Municipality/UGLG: \_\_\_\_\_  
☐ Contractor/Sub-Contractor  
☐ Other: \_\_\_\_\_

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
*Name of Municipality/UGLG/Business/Firm*

\_\_\_\_\_  
*Signature of the Chief Elected Official, Owner, or Chief Executive Officer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer*

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### EXHIBIT III

#### Minimum Qualifications

- A. The person(s)/firm(s) must have successfully provided grant administration services for a minimum of three similar type projects. The person/firm may not be selected if there have been any unresolved issues relative to the services provided.
- B. The principal responsible for coordination of the grant administration must have a minimum three years of experience with this specific type of work.
- C. The principal responsible for provided grant administration must have a minimum of three years of experience with the CDBG Program **or** other federal/state funded programs or projects.
- D. The person(s)/firm(s) must submit references as to their professional qualifications from a minimum of two previous clients for which the person(s)/firm(s) has/have performed work (include contact name, title, firm/organization/government name, email address, mailing address and telephone number).

## EXHIBIT IV

### Selection Rating System

1. Project Coordinator/Lead's Experience	<u>Maximum 20 Points</u>
A. 3 or more years/experience with CDBG or other federal/state programs	20 Points
B. 2 years experience	15 Points
C. 1 years experience	10 Points
D. Less than 1 year experience	5 Points
E. No experience	0 Points
2. Firm's Project Completion Background	<u>Maximum 20 Points</u>
A. Completion of 3 or more previous, similar type projects within proposed time frame & budget	20 Points
B. Completion of 2 similar projects	15 Points
C. Completion of 1 similar project	10 Points
D. Working on 1 similar project; not completed	5 Points
E. No work on a similar project	0 Points
3. References from Similar Projects	<u>Maximum 20 Points</u>
A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service	20 Points
B. Respondent lists 2 previous clients	15 Points
C. Respondent lists 1 previous client	10 Points
D. Respondent lists no previous references	0 Points
4. Responsiveness to Specifications of Project/RFP	<u>Maximum 20 Points</u>
A. Needs of project are fully addressed in Proposal	20 Points
B. Needs of project are somewhat addressed in Proposal	10 Points
C. Needs of project are not addressed/resolved in Proposal	0 Points
5. Firm's Familiarity with Community Needs	<u>Maximum 5 Points</u>
A. Firm is thoroughly familiar with communities with similar population and characteristics to De Pere	5 Points
B. Firm is somewhat familiar with communities with similar population and characteristics to De Pere	3 Points
C. Firm is unfamiliar with communities with similar population and characteristics to De Pere	0 Points
6. Budget	<u>Maximum 5 Points</u>
A. Budget within City of De Pere's capacity as proposed	5 Points
B. Budget slightly above City of De Pere's capacity as proposed; potentially feasible with modest adjustment	3 Points
C. Budget not reasonably within City of De Pere's capacity as proposed; would require extensive adjustment to be feasible	0 Points

Request for Proposals for Grant Administration Professional Services  
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7. Minority or Women Business Enterprise or Disadvantaged Business Enterprise firm*	<u>Maximum 5 Points</u>
A. Firm is MBE, WBE or DBE firm	5 Points
B. Firm is not MBE, WBE or DBE firm	0 Points
8. Small Business Firm	<u>Maximum 5 Points</u>
A. Firm is a small business	5 Points
B. Firm is not a small business	0 Points
<b>Maximum Total Points:</b>	<b>100</b>

**Note to Responders of RFP:**

***Proposal submittals are to be organized to address the submittal specifications listed in the RFP and the evaluation criteria listed above.***

*\*MBE/WBE/DBE Firms are Defined As Follows:*

Minority Business Enterprise (MBE) – Business with at least 51% ownership and control held by minority person(s).

Woman Business Enterprise (WBE) – Business with at least 51% ownership and control held by a woman or women.

Disadvantaged Business Enterprise (DBE) – Small business with at least 51% ownership and control held by person(s) classified as “disadvantaged” individual(s) according to the Wisconsin Department of Transportation standards (<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-program-brochure.pdf>)

**EXHIBIT V**  
**Sample Consultant Agreement**

**AGREEMENT FOR SERVICES BETWEEN THE  
CITY OF DE PERE AND \_\_\_\_\_ (CONSULTANT NAME)  
(Project Name)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and \_\_\_\_\_ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of \_\_\_\_\_ (project description) \_\_\_\_\_; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the \_\_\_\_ (date) \_\_\_\_ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated \_\_\_\_ (date) \_\_\_\_ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

## X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following



minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

## XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

#### XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

#### XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

#### XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

## XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

## XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
James G. Boyd, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Carey E. Danen, City Clerk

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